

General Manager
Independent Living
648 Castleglen Road
Garland TX 75043

Re: KTVT-DT Fort Worth/Dallas TX
Retransmission Consent Election

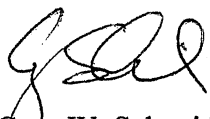
Ladies and Gentlemen:

Pursuant to Section 76.64 of the FCC rules, this is to notify you that **KTVT-DT, FORT WORTH/DALLAS TX** ("Station"), assigned to the Dallas/Fort Worth DMA, elects the retransmission consent option with respect to carriage of Station's signal on your cable system whose head-end is located in **Independent Living Apts, Texas** for the 2012-2014 election period.

This will not affect the continued carriage of Station's signals by your system as to any part of the relevant period for which an existing retransmission agreement is already in effect. If there is no such existing agreement beyond December 31, 2011, then it will be necessary for your system to obtain our express approval in order to retransmit **KTVT-DT's** signal after 12:01 AM on January 1, 2012 (or after the expiration date of any existing agreement).

Please be assured that we look forward to continuing our relationship on mutually satisfactory terms and providing great programming for our shared viewers to enjoy.

Sincerely,



Gary W. Schneider
President & General Manager

cc: Howard Jaeckel, VP, Associate General Counsel, CBS Corporation.

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PS Form 3800, August 2006 See Reverse for Instructions

7011 1150 0001 9620 7319



General Manager
Independent Living
648 Castleglen Road
Garland TX 75043

August 22, 2011

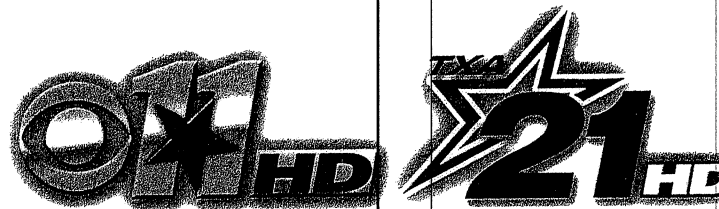
Dear **General Manager:**

The attached agreement outlines terms and conditions affording you interim retransmission consent to allow time for us to negotiate a long term agreement.

Please review and note that these terms do not include the right to carry our signal in high definition (HD) form. If you wish to negotiate for this right, please contact CBS at retransconsent@cbs.com.

Sincerely,

Gary W. Schneider
President & General Manager



General Manager
Independent Living
648 Castleglen Road
Garland TX 75043

August 22, 2011

Re: KTVT-DT, Fort Worth/Dallas, Texas
Retransmission Consent

NB: This agreement does not grant Operator the right to carry Station's signal in high definition format. If you are interested in negotiating for consent to carry our signal in both standard definition and high definition formats, please contact us at retransconsent@cbs.com.

Dear General Manager:

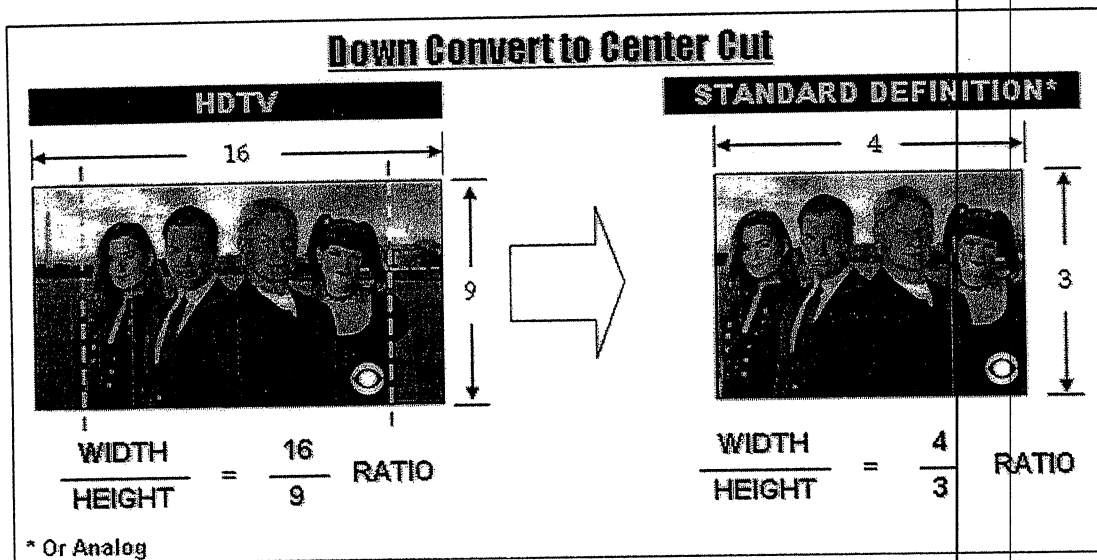
This is in regard to retransmission consent to carry the signal of KTVT-DT, FORT WORTH/DALLAS TX ("Station") on a system operated by Independent Living ("Operator") with its headend located at Independent Living Apts., Texas ("System").

The terms of this agreement should be treated as confidential and should not be disclosed to any third-parties or the public.

Effective January 1, 2012, this letter grants retransmission consent to carry the Station's signal **in a standard definition format only (which may be transmitted to subscribers in either down-converted analog format or standard definition digital format)**, for an indefinite period expiring no later than 12:00 midnight on December 31, 2014, subject to the following terms: (i) Station's signal appears to the viewer on the channel on which its analog signal was carried prior to the final transition to digital television on June 12, 2009, or another channel on which we mutually agree; (ii) Operator carries the Station's signal on a level of service that is received by all of System's subscribers; (iii) Station's signal is retransmitted by System in its entirety, except where the deletion of particular programs may be required by FCC rules; (iv) Operator transmits Station's signal in such format or formats as may be necessary to ensure that all programming included in such signal is viewable by all of its subscribers, or deploys set top boxes as necessary to so ensure; (v) Operator passes through all "program related material," as defined below, to all of its subscribers; (vi) System serves subscribers residing in the **Dallas/Fort Worth DMA**; and (vii) such retransmission consent may be unilaterally revoked and terminated by Station, in its sole discretion, on ninety (90) days prior written notice. For purposes of this letter, "program related materials" shall include (a) closed-captioning information, (b) program identification codes, (c) program ratings information, (d) such other material as

may be essential, necessary or appropriate for the delivery or distribution of the Signal, and (e) information and material of a commercial or non-commercial nature that is directly related to the subject matter of the programs broadcast by the Station or specific commercial advertisements contained in the applicable Station's broadcast program schedule, if such information or material is transmitted concurrently or substantially concurrently with its associated program content or commercial advertisement; provided, however, that "program related material" shall not include, and Broadcaster shall obtain Operator's consent before providing, any information or material for which Broadcaster, or any Station receives or seeks a fee from Operator, a System, or any Operator subscriber.

Operator shall down convert the 16:9 high definition image by taking the "center cut" to create a 4:3 standard definition or analog image. Please refer to the illustration below.

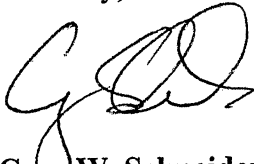


This letter does not grant Operator retransmission consent to carry the Station's signal in any high definition or 16:9 format under any circumstances. If you would like to negotiate for consent to carry our signal in both standard definition and high definition format, please contact us at retransconsent@cbs.com.

By accepting this retransmission consent, and carrying Station's signal, Operator (1) agrees to the above terms and (2) acknowledges and agrees that the copyrights to and for the underlying programs and program material are not hereby conveyed, and that it will ensure that its retransmission of all copyrighted material included in Station's signal is appropriately licensed under the copyright laws of the United States, whether under compulsory license pursuant to 17 U.S.C. § 111, or otherwise.

Operator agrees to indemnify and hold harmless CBS Corporation, and its present or past parent and affiliated entities, and their stockholders, officers, directors, employees, and agents from any and all claims, actions, losses, damages, or expenses (including reasonable counsel fees) resulting from its breach of the above warranty.

Sincerely,

A handwritten signature in black ink, appearing to read 'GWS', written over a horizontal line.

Gary W. Schneider
President & General Manager

Judy Mazoch
Director of Operations
Lindsey Communications-ADS
5201 Par Drive
Denton TX 76208

Re: KTVT-DT Fort Worth/Dallas TX
Retransmission Consent Election

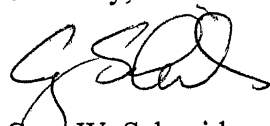
Ladies and Gentlemen:

Pursuant to Section 76.64 of the FCC rules, this is to notify you that **KTVT-DT, FORT WORTH/DALLAS TX** ("Station"), assigned to the Dallas/Fort Worth DMA, elects the retransmission consent option with respect to carriage of Station's signal on your cable system whose head-end is located in **The Timberlinks Apts, Texas** for the 2012-2014 election period.

This will not affect the continued carriage of Station's signals by your system as to any part of the relevant period for which an existing retransmission agreement is already in effect. If there is no such existing agreement beyond December 31, 2011, then it will be necessary for your system to obtain our express approval in order to retransmit **KTVT-DT's** signal after 12:01 AM on January 1, 2012 (or after the expiration date of any existing agreement).

Please be assured that we look forward to continuing our relationship on mutually satisfactory terms and providing great programming for our shared viewers to enjoy.

Sincerely,



Gary W. Schneider
President & General Manager

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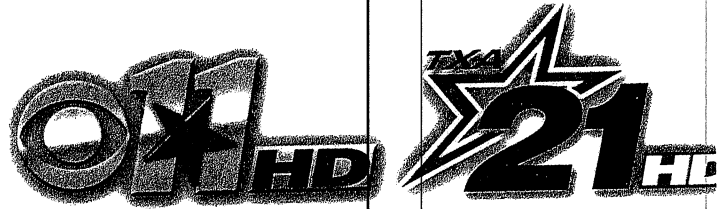
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PS Form 3800, August 2006 See Reverse for Instructions



Judy Mazoch
Director of Operations
Lindsey Communications-ADS
5201 Par Drive
Denton TX 76208

August 22, 2011

Dear **General Manager**:

The attached agreement outlines terms and conditions affording you interim retransmission consent to allow time for us to negotiate a long term agreement.

Please review and note that these terms do not include the right to carry our signal in high definition (HD) form. If you wish to negotiate for this right, please contact CBS at retransconsent@cbs.com.

Sincerely,

Gary W. Schneider
President & General Manager



Judy Mazoch
Director of Operations
Lindsey Communications-ADS
5201 Par Drive
Denton TX 76208

August 22, 2011

Re: KTVT-DT, Fort Worth/Dallas, Texas
Retransmission Consent

NB: This agreement does not grant Operator the right to carry Station's signal in high definition format. If you are interested in negotiating for consent to carry our signal in both standard definition and high definition formats, please contact us at retransconsent@cbs.com.

Dear General Manager:

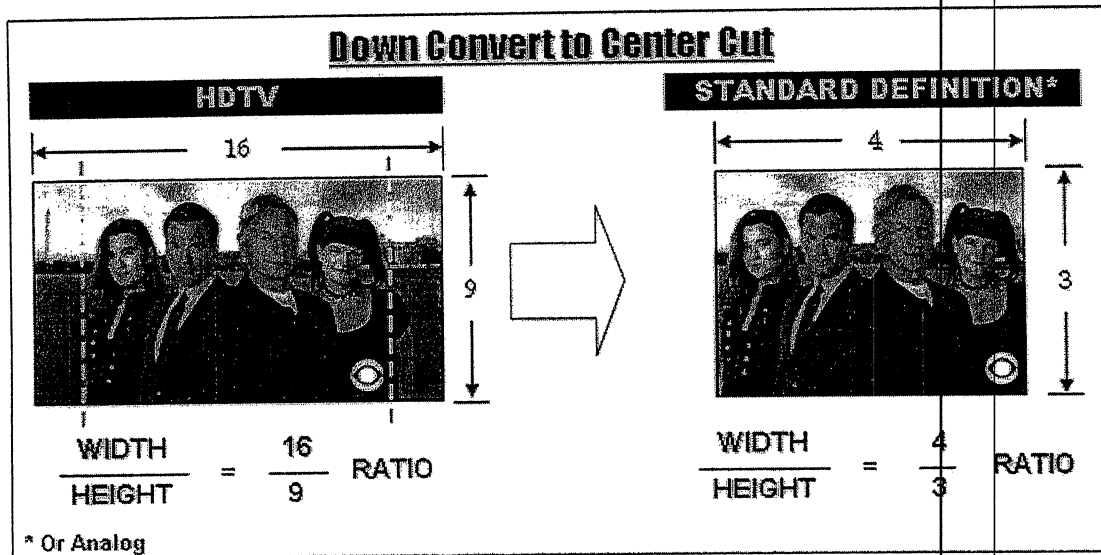
This is in regard to retransmission consent to carry the signal of KTVT-DT, FORT WORTH/DALLAS TX ("Station") on a system operated by Lindsey Communications-ADS ("Operator") with its headend located at The Timberlinks Apts., Texas ("System").

The terms of this agreement should be treated as confidential and should not be disclosed to any third-parties or the public.

Effective January 1, 2012, this letter grants retransmission consent to carry the Station's signal in a standard definition format only (which may be transmitted to subscribers in either down-converted analog format or standard definition digital format), for an indefinite period expiring no later than 12:00 midnight on December 31, 2014, subject to the following terms: (i) Station's signal appears to the viewer on the channel on which its analog signal was carried prior to the final transition to digital television on June 12, 2009, or another channel on which we mutually agree; (ii) Operator carries the Station's signal on a level of service that is received by all of System's subscribers; (iii) Station's signal is retransmitted by System in its entirety, except where the deletion of particular programs may be required by FCC rules; (iv) Operator transmits Station's signal in such format or formats as may be necessary to ensure that all programming included in such signal is viewable by all of its subscribers, or deploys set top boxes as necessary to so ensure; (v) Operator passes through all

“program related material,” as defined below, to all of its subscribers; (vi) System serves subscribers residing in the **Dallas/Fort Worth DMA**; and (vii) such retransmission consent may be unilaterally revoked and terminated by Station, in its sole discretion, on ninety (90) days prior written notice. For purposes of this letter, “program related materials” shall include (a) closed-captioning information, (b) program identification codes, (c) program ratings information, (d) such other material as may be essential, necessary or appropriate for the delivery or distribution of the Signal, and (e) information and material of a commercial or non-commercial nature that is directly related to the subject matter of the programs broadcast by the Station or specific commercial advertisements contained in the applicable Station’s broadcast program schedule, if such information or material is transmitted concurrently or substantially concurrently with its associated program content or commercial advertisement; provided, however, that “program related material” shall not include, and Broadcaster shall obtain Operator’s consent before providing, any information or material for which Broadcaster, or any Station receives or seeks a fee from Operator, a System, or any Operator subscriber.

Operator shall down convert the 16:9 high definition image by taking the “center cut” to create a 4:3 standard definition or analog image. Please refer to the illustration below.

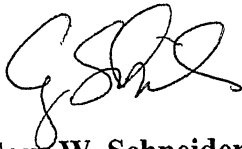


This letter does not grant Operator retransmission consent to carry the Station’s signal in any high definition or 16:9 format under any circumstances. If you would like to negotiate for consent to carry our signal in both standard definition and high definition format, please contact us at retransconsent@cbs.com.

By accepting this retransmission consent, and carrying Station's signal, Operator (1) agrees to the above terms and (2) acknowledges and agrees that the copyrights to and for the underlying programs and program material are not hereby conveyed, and that it will ensure that its retransmission of all copyrighted material included in Station's signal is appropriately licensed under the copyright laws of the United States, whether under compulsory license pursuant to 17 U.S.C. § 111, or otherwise.

Operator agrees to indemnify and hold harmless CBS Corporation, and its present or past parent and affiliated entities, and their stockholders, officers, directors, employees, and agents from any and all claims, actions, losses, damages, or expenses (including reasonable counsel fees) resulting from its breach of the above warranty.

Sincerely,

A handwritten signature in black ink, appearing to read 'G. Schneider', written over a horizontal line.

Gary W. Schneider
President & General Manager

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PS Form 3800, August 2006

See Reverse for Instructions

Kym Lyon
Manager
Lincoln Crossing
19251 Preston Road
Dallas TX 75252

Re: KTVT-DT Fort Worth/Dallas TX
Retransmission Consent Election

Ladies and Gentlemen:

Pursuant to Section 76.64 of the FCC rules, this is to notify you that **KTVT-DT, FORT WORTH/DALLAS TX** ("Station"), assigned to the Dallas/Fort Worth DMA, elects the retransmission consent option with respect to carriage of Station's signal on your cable system whose head-end is located in **Lincoln Crossing Apts, Texas** for the 2012-2014 election period.

This will not affect the continued carriage of Station's signals by your system as to any part of the relevant period for which an existing retransmission agreement is already in effect. If there is no such existing agreement beyond December 31, 2011, then it will be necessary for your system to obtain our express approval in order to retransmit **KTVT-DT's** signal after 12:01 AM on January 1, 2012 (or after the expiration date of any existing agreement).

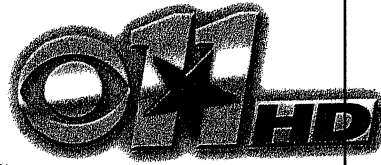
Please be assured that we look forward to continuing our relationship on mutually satisfactory terms and providing great programming for our shared viewers to enjoy.

Sincerely,



Gary W. Schneider
President & General Manager

cc: Howard Jaeckel, VP, Associate General Counsel, CBS Corporation.



Kym Lyon
Manager
Lincoln Crossing
19251 Preston Road
Dallas TX 75252

August 22, 2011

Dear **General Manager**:

The attached agreement outlines terms and conditions affording you interim retransmission consent to allow time for us to negotiate a long term agreement.

Please review and note that these terms do not include the right to carry our signal in high definition (HD) form. If you wish to negotiate for this right, please contact CBS at retransconsent@cbs.com.

Sincerely,

Gary W. Schneider
President & General Manager



Kym Lyon
Manager
Lincoln Crossing
19251 Preston Road
Dallas TX 75252

August 22, 2011

Re: KTVT-DT, Fort Worth/Dallas, Texas
Retransmission Consent

NB: This agreement does not grant Operator the right to carry Station's signal in high definition format. If you are interested in negotiating for consent to carry our signal in both standard definition and high definition formats, please contact us at retransconsent@cbs.com.

Dear General Manager:

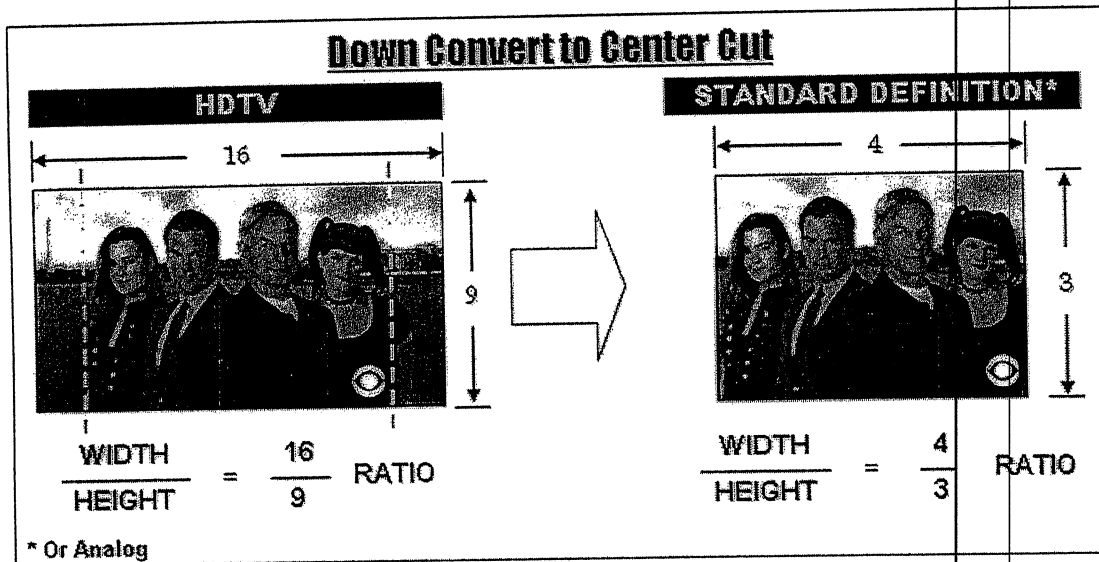
This is in regard to retransmission consent to carry the signal of KTVT-DT, FORT WORTH/DALLAS TX ("Station") on a system operated by Lincoln Crossing ("Operator") with its headend located at Lincoln Crossing Apts, Texas ("System").

The terms of this agreement should be treated as confidential and should not be disclosed to any third-parties or the public.

Effective January 1, 2012, this letter grants retransmission consent to carry the Station's signal in a standard definition format only (which may be transmitted to subscribers in either down-converted analog format or standard definition digital format), for an indefinite period expiring no later than 12:00 midnight on December 31, 2014, subject to the following terms: (i) Station's signal appears to the viewer on the channel on which its analog signal was carried prior to the final transition to digital television on June 12, 2009, or another channel on which we mutually agree; (ii) Operator carries the Station's signal on a level of service that is received by all of System's subscribers; (iii) Station's signal is retransmitted by System in its entirety, except where the deletion of particular programs may be required by FCC rules; (iv) Operator transmits Station's signal in such format or formats as may be necessary to ensure that all programming included in such signal is viewable by all of its subscribers, or deploys set top boxes as necessary to so ensure; (v) Operator passes through all "program related material," as defined below, to all of its subscribers; (vi) System serves subscribers residing in the **Dallas/Fort Worth DMA**; and (vii) such

retransmission consent may be unilaterally revoked and terminated by Station, in its sole discretion, on ninety (90) days prior written notice. For purposes of this letter, "program related materials" shall include (a) closed-captioning information, (b) program identification codes, (c) program ratings information, (d) such other material as may be essential, necessary or appropriate for the delivery or distribution of the Signal, and (e) information and material of a commercial or non-commercial nature that is directly related to the subject matter of the programs broadcast by the Station or specific commercial advertisements contained in the applicable Station's broadcast program schedule, if such information or material is transmitted concurrently or substantially concurrently with its associated program content or commercial advertisement; provided, however, that "program related material" shall not include, and Broadcaster shall obtain Operator's consent before providing, any information or material for which Broadcaster, or any Station receives or seeks a fee from Operator, a System, or any Operator subscriber.

Operator shall down convert the 16:9 high definition image by taking the "center cut" to create a 4:3 standard definition or analog image. Please refer to the illustration below.



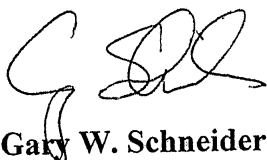
This letter does not grant Operator retransmission consent to carry the Station's signal in any high definition or 16:9 format under any circumstances. If you would like to negotiate for consent to carry our signal in both standard definition and high definition format, please contact us at retransconsent@cbs.com.

By accepting this retransmission consent, and carrying Station's signal, Operator (1) agrees to the above terms and (2) acknowledges and agrees that the copyrights to and

for the underlying programs and program material are not hereby conveyed, and that it will ensure that its retransmission of all copyrighted material included in Station's signal is appropriately licensed under the copyright laws of the United States, whether under compulsory license pursuant to 17 U.S.C. § 111, or otherwise.

Operator agrees to indemnify and hold harmless CBS Corporation, and its present or past parent and affiliated entities, and their stockholders, officers, directors, employees, and agents from any and all claims, actions, losses, damages, or expenses (including reasonable counsel fees) resulting from its breach of the above warranty.

Sincerely,

A handwritten signature in black ink, appearing to read "G. Schneider", written over the printed name.

Gary W. Schneider
President & General Manager

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Total Postage & Fees	\$		

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or PO Box No.

City, State, ZIP+4

PS Form 3800, August 2006

See Reverse for Instructions

Sherry Carver
Manager
Madison At Roundgrove Apartments
201 E. Roundgrove Road
Lewisville TX 75067

Re: KTVT-DT Fort Worth/Dallas TX
Retransmission Consent Election

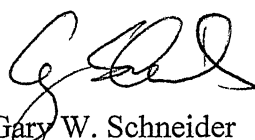
Ladies and Gentlemen:

Pursuant to Section 76.64 of the FCC rules, this is to notify you that **KTVT-DT, FORT WORTH/DALLAS TX** ("Station"), assigned to the Dallas/Fort Worth DMA, elects the retransmission consent option with respect to carriage of Station's signal on your cable system whose head-end is located in **Madison At Roundgrove Apts, Texas** for the 2012-2014 election period.

This will not affect the continued carriage of Station's signals by your system as to any part of the relevant period for which an existing retransmission agreement is already in effect. If there is no such existing agreement beyond December 31, 2011, then it will be necessary for your system to obtain our express approval in order to retransmit **KTVT-DT's** signal after 12:01 AM on January 1, 2012 (or after the expiration date of any existing agreement).

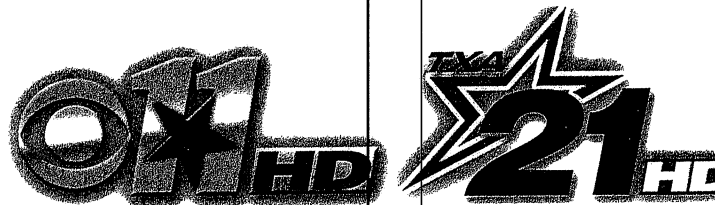
Please be assured that we look forward to continuing our relationship on mutually satisfactory terms and providing great programming for our shared viewers to enjoy.

Sincerely,



Gary W. Schneider
President & General Manager

cc: Howard Jaeckel, VP, Associate General Counsel, CBS Corporation.



Sherry Carver
Manager
Madison At Roundgrove Apartments
201 E. Roundgrove Road
Lewisville TX 75067

August 22, 2011

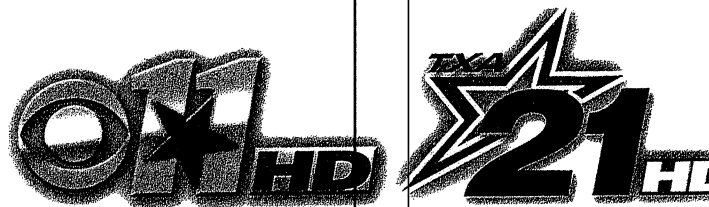
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Please review and note that these terms do not include the right to carry our signal in high definition (HD) form. If you wish to negotiate for this right, please contact CBS at retransconsent@cbs.com.

Sincerely,

Gary W. Schneider
President & General Manager



Sherry Carver
Manager
Madison At Roundgrove Apartments
201 E. Roundgrove Road
Lewisville TX 75067

August 22, 2011

Re: KTVT-DT, Fort Worth/Dallas, Texas
Retransmission Consent

NB: This agreement does not grant Operator the right to carry Station's signal in high definition format. If you are interested in negotiating for consent to carry our signal in both standard definition and high definition formats, please contact us at retransconsent@cbs.com.

Dear **General Manager**:

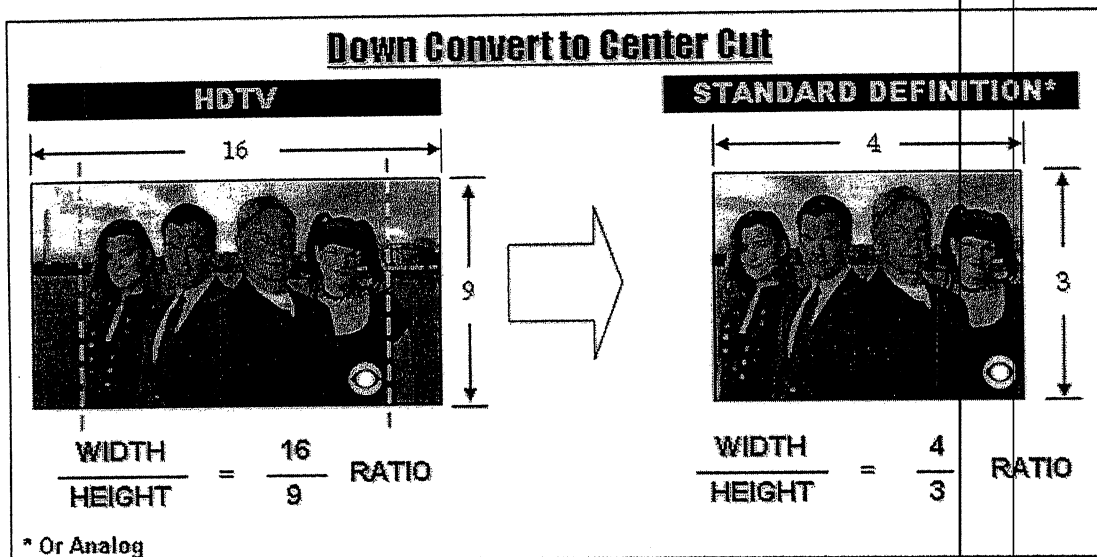
This is in regard to retransmission consent to carry the signal of KTVT-DT, FORT WORTH/DALLAS TX ("Station") on a system operated by Madison At Roundgrove Apartments ("Operator") with its headend located at Madison At Roundgrove Apts, Texas ("System").

The terms of this agreement should be treated as confidential and should not be disclosed to any third-parties or the public.

Effective January 1, 2012, this letter grants retransmission consent to carry the Station's signal in a standard definition format only (which may be transmitted to subscribers in either down-converted analog format or standard definition digital format), for an indefinite period expiring no later than 12:00 midnight on December 31, 2014, subject to the following terms: (i) Station's signal appears to the viewer on the channel on which its analog signal was carried prior to the final transition to digital television on June 12, 2009, or another channel on which we mutually agree; (ii) Operator carries the Station's signal on a level of service that is received by all of System's subscribers; (iii) Station's signal is retransmitted by System in its entirety, except where the deletion of particular programs may be required by FCC rules; (iv) Operator transmits Station's signal in such format or formats as may be necessary to ensure that all programming included in such signal is viewable by all of its subscribers, or deploys set top boxes as necessary to so ensure; (v) Operator passes through all

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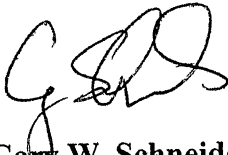


This letter does not grant Operator retransmission consent to carry the Station’s signal in any high definition or 16:9 format under any circumstances. If you would like to negotiate for consent to carry our signal in both standard definition and high definition format, please contact us at retransconsent@cbs.com.

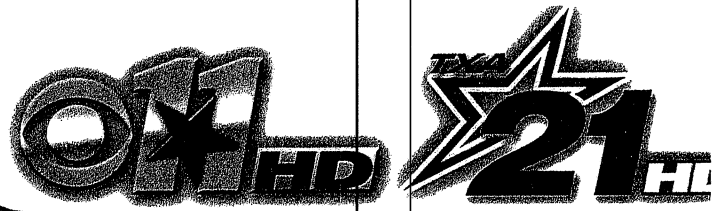
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Sincerely,

A handwritten signature in black ink, appearing to read "G. Schneider", written over a horizontal line.

Gary W. Schneider
President & General Manager



Josh Tackery
Northstar Telesolutions
68 South Park Blvd.
Greenwood IN 46143

August 22, 2011

Re: KTVT-DT Fort Worth/Dallas TX
Retransmission Consent Election

Ladies and Gentlemen:

Pursuant to Section 76.64 of the FCC rules, this is to notify you that **KTVT-DT, FORT WORTH/DALLAS TX** ("Station"), assigned to the Dallas/Fort Worth DMA, elects the retransmission consent option with respect to carriage of Station's signal on your cable system whose head-end is located in **The Parks At Addison Apts, Texas** for the 2012-2014 election period.

This will not affect the continued carriage of Station's signals by your system as to any part of the relevant period for which an existing retransmission agreement is already in effect. If there is no such existing agreement beyond December 31, 2011, then it will be necessary for your system to obtain our express approval in order to retransmit **KTVT-DT's** signal after 12:01 AM on January 1, 2012 (or after the expiration date of any existing agreement).

Please be assured that we look forward to continuing our relationship on mutually satisfactory terms and providing great programming for our shared viewers to enjoy.

Sincerely,

Gary W. Schneider
President & General Manager

cc: Howard Jaeckel, VP, Associate General Cour

PS Form 3800, August 2006	
City, State, ZIP+4	
Street, Apt. No., or PO Box No.	
Sent to	
See Reverse for Instructions	

Total Postage & Fees	\$
Return Receipt Fee	
Endorsement Required	
Restricted Delivery Fee	
Endorsement Required	
Postage	\$

OFFICIAL USE

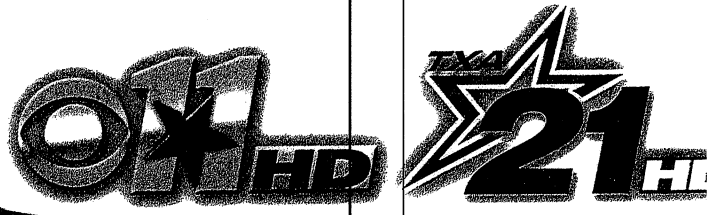
For delivery information visit our website at www.usps.com

CERTIFIED MAIL™ RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

U.S. Postal Service™

7011 0110 0000 4869 1742



Josh Tackery
Northstar Telesolutions
68 South Park Blvd.
Greenwood IN 46143

August 22, 2011

Dear **General Manager**:

The attached agreement outlines terms and conditions affording you interim retransmission consent to allow time for us to negotiate a long term agreement.

Please review and note that these terms do not include the right to carry our signal in high definition (HD) form. If you wish to negotiate for this right, please contact CBS at retransconsent@cbs.com.

Sincerely,

Gary W. Schneider
President & General Manager



Josh Tackery
Northstar Telesolutions
68 South Park Blvd.
Greenwood IN 46143

August 22, 2011

Re: KTVT-DT, Fort Worth/Dallas, Texas
Retransmission Consent

NB: This agreement does not grant Operator the right to carry Station's signal in high definition format. If you are interested in negotiating for consent to carry our signal in both standard definition and high definition formats, please contact us at retransconsent@cbs.com.

Dear General Manager:

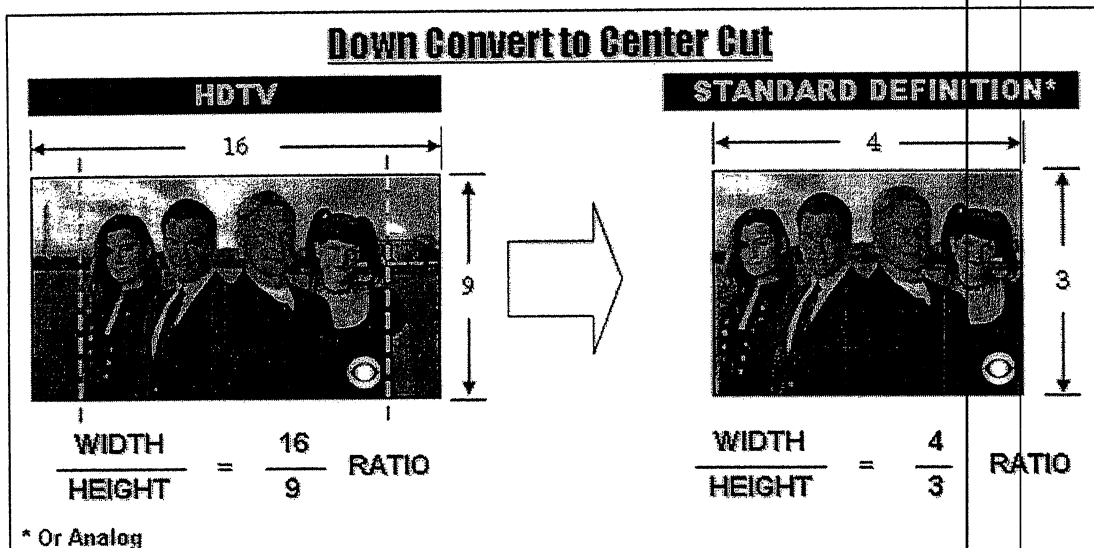
This is in regard to retransmission consent to carry the signal of KTVT-DT, FORT WORTH/DALLAS TX ("Station") on a system operated by The Parks At Addison Apartments ("Operator") with its headend located at The Parks At Addison Apts, Texas ("System").

The terms of this agreement should be treated as confidential and should not be disclosed to any third-parties or the public.

Effective January 1, 2012, this letter grants retransmission consent to carry the Station's signal in a standard definition format only (which may be transmitted to subscribers in either down-converted analog format or standard definition digital format), for an indefinite period expiring no later than 12:00 midnight on December 31, 2014, subject to the following terms: (i) Station's signal appears to the viewer on the channel on which its analog signal was carried prior to the final transition to digital television on June 12, 2009, or another channel on which we mutually agree; (ii) Operator carries the Station's signal on a level of service that is received by all of System's subscribers; (iii) Station's signal is retransmitted by System in its entirety, except where the deletion of particular programs may be required by FCC rules; (iv) Operator transmits Station's signal in such format or formats as may be necessary to ensure that all programming included in such signal is viewable by all of its subscribers, or deploys set top boxes as necessary to so ensure; (v) Operator passes through all "program related material," as defined below, to all of its subscribers; (vi) System serves subscribers residing in the **Dallas/Fort Worth DMA**; and (vii) such retransmission consent may be unilaterally revoked and terminated by Station, in its

sole discretion, on ninety (90) days prior written notice. For purposes of this letter, “program related materials” shall include (a) closed-captioning information, (b) program identification codes, (c) program ratings information, (d) such other material as may be essential, necessary or appropriate for the delivery or distribution of the Signal, and (e) information and material of a commercial or non-commercial nature that is directly related to the subject matter of the programs broadcast by the Station or specific commercial advertisements contained in the applicable Station’s broadcast program schedule, if such information or material is transmitted concurrently or substantially concurrently with its associated program content or commercial advertisement, provided, however, that “program related material” shall not include, and Broadcaster shall obtain Operator’s consent before providing, any information or material for which Broadcaster, or any Station receives or seeks a fee from Operator, a System, or any Operator subscriber.

Operator shall down convert the 16:9 high definition image by taking the “center cut” to create a 4:3 standard definition or analog image. Please refer to the illustration below.

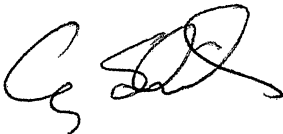


This letter does not grant Operator retransmission consent to carry the Station’s signal in any high definition or 16:9 format under any circumstances. If you would like to negotiate for consent to carry our signal in both standard definition and high definition format, please contact us at retransconsent@cbs.com.

By accepting this retransmission consent, and carrying Station's signal, Operator (1) agrees to the above terms and (2) acknowledges and agrees that the copyrights to and for the underlying programs and program material are not hereby conveyed, and that it will ensure that its retransmission of all copyrighted material included in Station's signal is appropriately licensed under the copyright laws of the United States, whether under compulsory license pursuant to 17 U.S.C. § 111, or otherwise.

Operator agrees to indemnify and hold harmless CBS Corporation, and its present or past parent and affiliated entities, and their stockholders, officers, directors, employees, and agents from any and all claims, actions, losses, damages, or expenses (including reasonable counsel fees) resulting from its breach of the above warranty.

Sincerely,

A handwritten signature in black ink, appearing to read 'G. Schneider', with a stylized flourish at the end.

Gary W. Schneider
President & General Manager